

1884-027 Chancery Cause: Wright Stickley vs Joseph Thomas &
Lee Co

CA-Debt
T-Property

To the Hon. John A. Kelly Judge of the Circuit
Court of Lee County Virginia.

Your Orator Wright Stuckey a citizen
of said County, humbly complaining would respect-
fully show unto your Honor, that on the 21st day of
Augt. 1883 he obtained a judgment at law against
one Joseph Thomas for the sum of \$39.77 with legal
interest thereon from the 23rd day of March 1883 till paid
and for the costs of suit amounting to \$1.00 as will fully
appear by reference to said Original judgment herewith
filed as a part of this bill marked (A)

Your Orator further states, that on the 5th day of
September 1883, one A. B. Brandenburg for his benefit, ob-
tained a second judgment at law against said Joseph
Thomas for the sum of \$8.00 with legal interest thereon
from the 9th day of February 1883 till paid, and \$1.00
the costs of obtaining said judgment all which is fully
shown by the original judgment herewith filed marked (B)

These judgments were both rendered by William P.
Wood a justice of the in and for Lee County, and
and are now wholly due your Orator no part of
either having at any time been paid and in the
face of the land, on which the first of said judgments
was rendered, the said Joseph Thomas waived the
benefit of his homestead exemption

Your Orator further states that some time before
the first of said judgments was rendered one Nicholas Speck
sold and conveyed to said Joseph Thomas a tract or piece
of land containing about 10 acres lying on the ~~Adams~~^{Beaver} Branch
in said County and is bounded as follows. Beginning
on a black Oak John M^d Davells corner. Thence N 11 $\frac{1}{2}$ E 46
poles to a white Oak N 5 E 28 poles to the middle of said
Beaver branch. Thence westwardly with said branch to a
Spring, corner of Wm. Speaks land. Thence S 30 E 7 poles to two
maples. S 11 $\frac{1}{2}$ W 82 poles to a Beech and Serim corner to Wm.
Speaks land, in M^d Davells line. Thence with M^d Davells line
N 84 $\frac{1}{4}$ E 24 poles to the beginning. Your Orator states that
although said tract of land was so sold and conveyed, yet
the said Thomas has not had his said deed recorded in
the Clarks office of the said County.

Your Orator now alleges that at the time he instituted
his suit against said Thomas which resulted in said first

Judgment herein referred to. The said Joseph Thomas was the owner of the land before described, and that he held the same by proper deed of conveyance then and now in his possession, and that he is in law still the real owner thereof, notwithstanding the said Joseph Thomas on the 20th day of August 1883, the day before said first mentioned Judgment was rendered, pretended to bargain and sell said land to his brother-in-law James Thomas for the sum of One hundred and fifty dollars on a credit of one two and three years time in equal installments.

The said Joseph Thomas also at the same time pretended to sell to his brother the said James Thomas his then growing crop of corn for some pretended consideration not known to your Orator.

Your Orator now alleges that said pretended bargain and sale of said real estate made by the said Joseph to the said James Thomas, was made for the purpose of hindering, delaying and defrauding your Orator out of his just debt. Your Orator charges that said James Thomas had nothing to pay the said Joseph for either the real estate pretended to be sold him, or the crop of corn so pretended to be sold him by said Joseph Thomas, and that the said sales were a mere sham, and a thin gauze pretense gotten up and concocted between the two, with the sole view of pretending to vest the property realigned by the said Joseph in the hands of the said James Thomas, and by doing so, to place said real estate beyond the reach of your Orator. Your Orator charges that the said Joseph and James Thomas combined and colluded together to hinder, delay and defraud your Orator and the result of their said combination and collusion he has already set out. And this being the character of the transaction between them Your Orator is advised that said pretended sale of said real estate is void in law, and said pretended contract of bargain and sale of no force or validity whatever. Your Orator is advised that his said two judgments at law, which have been regularly docketed on the lien docket in the clerk's office of the county court of Lee County, constitute valid and subsisting liens on said 80 acres of land, and as such under the facts of the case, as a court of equity will enforce by decreeing a sale thereof. But if your Orator should be mistaken in this, then he is advised that as the said James Thomas is owing to the said Joseph Thomas the whole amount of the purchase price of the said land, that a court of equity will decree the said

James Thomas to pay to your Orator so much of said purchase money as will discharge his said two judgments.

The premises considered the prayer of your Orator is that said Joseph Thomas & James Thomas be made the defendants to this bill and be required to answer the same truly and fully on Oath and that on a hearing of the cause said pretended contracts of bargain and sale of land made by Joseph to James Thomas be set aside and held for naught, and that said 10 acres of land or so much thereof as may be necessary ^{be} decreed to be sold to pay your Orator his said two judgments and the costs of suit.

But if said bargain and sale be held valid, then your Orator prays that said James Thomas be decreed to pay your Orator his said two judgments out of the purchase price of said land, and upon his failure so to do, then that said land be decreed to be sold to pay the same.

And your Orator prays for all general relief such as it is competent for a Court of equity to grant. May the Commonwealth the writ of Habeas Corpus issue directed to

Morgan Solicitor for Plaintiff

6.57.54
5.00
16.54

Wright Stickley ^{D.H. M.}

vs. } Bill

Joseph Thomas et al

Filed Sept 25th 1883.

1883. Octo, Spa Edid & D. N.

" Nov. D. N. Confid &
Cause set for hearing

" Nov. Term Decree & Contd

1884. Mar. order Continuance.

" Aug. Decree final

Wright Stickley

Peff

vs.

Joseph Thomas & Defts.

} In Chancery

On calling this cause on this day, the Peff by his counsel announced that the claim sought to be enforced by this suit had been fully settled and adjusted by the parties in a manner satisfactory to them. It is therefore adjudged ordered and decreed that the bill be hence dismissed & the cause stricken from the docket.

Wright Stickley

no 3 Dec 1872 Final

Joseph Thomas

Entered page 388

J. A. Hyatt & Co.

Entered this

Augt 26 1884

J. A. Hyatt

Wright Sleekley Pff }
vs. } In Chancery
Joseph James Thomas Dyto }

This cause came on to be heard on the bill of the plaintiff and Exhibits therewith taken & perused by the defendants. And a written statement of admissions made by the defendants filed in the papers of the cause marked (A B) and was argued by counsel. On consideration of all which it is adjudged ordered and decreed that the Pff recover of Joseph Thomas \$49.77 with legal interest ~~on~~ \$8.00 part thereof from the 9th day of Feb. 1883 and on \$39.77 another part thereof from the 23rd day of March 1883 till paid and the costs of this suit, And on account of the indebtedness of the debt Jas Thomas, to his co defendant Joseph Thomas as for the purchase price of the land in the bill mentioned which will become due and payable Aug 20th 1884. it is further adjudged ordered & Decreed that said James Thomas pay to the plaintiff said sum of \$49.77 above decreed him against Joseph Thomas with the interest & cost above mentioned on or before the 20th day of August 1884 and the said sum decreed the plaintiff being a lien on the 10 acre tract of land in the bill mentioned in the hands of the defendant James Thomas it is further ordered that if said James Thomas should fail to pay the plaintiff said sum of money on or before said 20th day of Aug. 1884. Then that said tract of land or so much thereof as may be necessary to pay the same be sold at public outcry, to the highest bidder, at the Court House on some Court day, after the same shall have

been advertised for 30 days prior thereto showing the time
terms and place of sale. at which sale so much cash
as will pay the cost of suit and sale shall be required to
be paid in hand, and as to the residue 3, 6 & 9 months
credit will be given with interest from day of sale and
bond with good security will given for the deferred paymen-
ents. And Henry J. Morgan is appointed a commissioner
to execute the foregoing decree who will report his action
to the court, and the cause is continued

Wright Stickley

vs { Decm 4/81

Jos & James Thomas

Entered J. 361,

De. J. W. Bryant
Clerk

Entered this

J. 361.

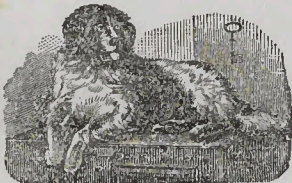
Dec 1/83

\$ 39 ⁷⁷/₁₀₀

March 23rd 1883.

One day after date I promise to pay to the order of
Wright Stickley Thirty nine and ⁷⁷/₁₀₀

Dollars, for value received, and I hereby waive the benefit of my Homestead
and personal property Exemptions as to this debt. Witness
my hand and seal.



C. WILLOUGHBY Job Printer.

No.

Joseph Thomas (SEAL.)

VIRGINIA---Lee County, to wit:

To *A. Edmundson*, Constable of said County:

I Hereby Command You to Summon *Joseph Thomas*

if to be found in your District, to appear at the _____ of _____ in said
County, on the _____ day of _____ 188____, before me or such other Justice of said County as may then be
there to try this Warrant, to answer the complaint of *Wright Stickley* and upon a plea for
money not exceeding \$100.00 exclusive of interest, to wit: for the sum of \$39.77 due by *Wright* and then
and there make return of this Warrant. Given under my hand the *21* of *August* 1883

W.R. Wood, J. P.

Wright Stickley
Against
Joseph Thomas

} In debt *21* day of *Aug* 1883
At *my office* in said County

Judgment that the Plaintiff recover of the Defendant \$39.77 with interest from the *23* day of *March* 1883
till paid, and \$1.00 for costs.

W.R. Wood, J. P.

VIRGINIA--Lee County, to wit: To *A. Edmundson*, Constable of said County:

I command you, in the name of the Commonwealth of Virginia, that of the Goods and Chattels of *Joseph Thomas*
in your County, you cause to be made the sum of \$39.77 with interest thereon
from the *23* day of *March* 1883, till paid, which *Wright Stickley* has
recovered before _____ in a Warrant in Debt, and also the sum of \$1.00 which
was adjudged to the said *Wright Stickley* for costs in prosecuting said Warrant.

Given under my hand this the *21* day of *August* 1883.

W.R. Wood, J. P.

Wright. Stickley

vs}

Joseph. Thomas

Executed by

J. Edmonson

Filed & doct.,

Aug. 21st 1883

J. R. Gibson alk

(A)

Wright Stickley

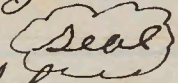
vs } Dearest Judge

Joseph Thomas

N: 8

August 9th 1882

Six months after date I bind
myself to pay Abraham C. Brandens^{husb}
eight dollars for value received of
him

witness my hand
and 
Joseph Thomas

Dody Thomas
not
88

VIRGINIA---Lee County, to wit:

To *A Edmundson*, Constable of said County:

I Hereby Command You to Summon *Joseph Thomas*
if to be found in your District, to appear at the *house* of *W.R. Wood* in said
County, on the *5* day of *September* 188*3*, before me or such other Justice of said County as may then be
there to try this Warrant, to answer the complaint of *Abraham C. Brandenburg* for the ben
money not exceeding \$100.00 exclusive of interest, to wit: for the sum of \$*8* due by *Note* and then
and there make return of this Warrant. Given under my hand the *5* of *September* 188*3*

W.R. Wood, J. P.

A. C. Brandenburg
Against *Joseph Thomas*

} In debt *5* day of *Sept* 188*3*
At *my office* in said County

Judgment that the Plaintiff recover of the Defendant \$ *8* with interest from the *9* day of *Feb* 188*3*
till paid, and \$ *1.00* for costs.

W.R. Wood, J. P.

VIRGINIA--Lee County, to wit: To *A Edmundson*, Constable of said County:

I command you, in the name of the Commonwealth of Virginia, that of the Goods and Chattels of *Joseph Thomas*
in your County, you cause to be made the sum of \$ *8* with interest thereon
from the *9* day of *Feb* 188*3*, till paid, which *A C Brandenburg* has
recovered before *me* for *Wm Pitt of Westlakey* in a Warrant in Debt, and also the sum of \$ *1.00* which
was adjudged to the said *A C Brandenburg* for *Wm Pitt of Westlakey* for costs in prosecuting said Warrant.
Given under my hand this the *5* day of *Sept* 188*3*.

W.R. Wood
J. P.

slightly

v3)

Joseph Thomas

executed by
W. Edmerson

Filed & Docketed
on J.P. & Lien

Docketed Sept
17th 1883.

J.R. Gibbs on etc

(B)

Wright Stickley Peff

vs

Joseph Thomas & Jas. Thomas Defts

In Chancery

The deft. Joseph Thomas admits that the two judgments in the Peff bill mentioned are just and that he owes them to the Peff. And he says that he sold the said 10 acres of land for \$150.00 to his brother + Co Deft Jas. Thomas with the view to raise money to ^{pay} the plaintiff among other things.

And the Deft Jas. Thomas admits that he owes his brother and Co. deft Joseph Thomas \$150.00 and that \$50.00 thereof ^{will} become payable to him Aug 20th 1884 and the residue in one and two years from that time. And the said defendants are willing that the plaintiffs two judgments be held as creating a lien on the said lands in the hands of the deft Jas. Thomas, and that if the latter shall fail to pay the Peff what is due him by the 20th day of August 1884. then that said land may be decreed to be sold in such terms as the court shall prescribe after said 20th of Aug 1884.

Given under our hands & seals this 1st day of Oct 1883.

James Thomas *(seal)*
Joseph Thomas *(seal)*

Wright Stickley

no. { Admissions

Joseph & James Thomas

Filed Nov. 1883

J. A. Wright
J. A.

(AB)

Joseph Thomas bought of Nicholas Speak about 10 acres
of land lying on Glade Branch and conveyed the same

jud. 21 Aug To him by deed, which has not been recorded.

Sale. 20 Aug Joseph Thomas has pretended to sell said land on 3
years time to his brother James Thomas. for \$150. - \$50 of which
is to be paid each year.

Beginning on a Black oak Joos McDowell's line
N. $11\frac{1}{2}$ E. 46 poles to a White Oak N. 5 E. 28 poles
to middle of said glade Branch westwardly
with said Branch to a Spring Corner of Wm
Pheas's land S. 30 E. 7 poles to 2 maples S. $11\frac{1}{2}$ W.
82 poles to a beech and Jarvis Corner to Wm
Pheas's land in McDowell's line thence with
McDowell's line N. $84\frac{1}{4}$ E. 24 poles to the
beginning.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

James Thomas *Joseph Thomas and*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

October next being rule day to answer a bill in Chancery exhibited in our said Court against *them*

by

Wright Stickley

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

25th

day of

September 188*3*

, in the 10 *8*

year of the Commonwealth.

J. A. G. Hyatt Clerk.

H. J. M.

Wright Stickley
No 3 Spa in Troy
Joseph Thomas et al
Lo October Rules 1883

Executed by deliver-
ing office copies
of the within Spa,
to Joseph Thomas
and James Thomas.
Sept 29th / 1883.

S. H. Ewing
Deputy Sheriff for
R. D. Flanagan S. & C.